

AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF THE BOROUGH OF FRANKLIN
AND

THE FRANKLIN EDUCATION ASSOCIATION
SEPTEMBER 15, 1974

THIS AGREEMENT, entered into this fifteenth day of September, 1974, by and between the BOARD OF EDUCATION OF THE BOROUGH OF FRANKLIN, hereinafter called the "Board", and the FRANKLIN EDUCATION ASSOCIATION, an unincorporated association, hereinafter called the "Association".

WITNESSETH, That WHEREAS, a majority of the teaching staff of the Franklin Public School system have designated the Franklin Education Association as their representative for the purpose of collective negotiation in accordance with and pursuant to the provisions of N.J.S.A.34:13 A-513, and

WHEREAS, the Association and Board have reached certain understandings which they desire to confirm in this agreement, pursuant to Chapter 303 Public Laws of 1968;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The parties hereto agree that the Grievance Procedure set forth in the schedule annexed hereto and marked "Schedule A" shall be utilized as the Grievance Procedure for the settlement of disputes respecting terms and conditions of employment under this contract until the parties hereto shall have agreed upon a different Grievance Procedure through further negotiations.

2. The salary of all teachers covered by this agreement is set forth in the Salary Guide annexed hereto and made a part hereof as "Schedule B". In addition to the compensation paid to the employees under the Salary Guide as aforementioned, the Board shall provide and pay for family plan Blue Cross and Blue Shield hospitalization and medical coverage with Rider J attachment for all employees except as otherwise provided by this agreement.

3. The coaches and non-coaches Extra-curricular Salary Guide shall be as set forth in the Schedule annexed hereto and marked "Schedule C" upon agreement between the parties hereto.

Affixed hereto and made a part hereof is "Schedule D" containing those provisions which have been mutually agreed upon between the parties since the initial contract agreement dated May 6, 1969 which shall constitute a portion of this agreement according to paragraph 4 hereof.

4. This agreement shall continue in effect until June 30, 1975 except that the parties hereto expressly agree and covenant that they shall continue to negotiate with respect to any and all terms and conditions of employment affecting the rights of the employees of the Board of Education and all such provisions mutually agreed upon hereafter shall automatically be reduced to writing and incorporated in said agreement to become effective as soon as the same have been mutually agreed upon. All such additional provisions so mutually agreed upon and evidence in writing shall be annexed to this agreement as additions thereto until the parties hereto are satisfied that they have completed the formulation of all the terms

and provisions of a final agreement, after which such final agreement shall be reduced to a final written document to be executed by and on behalf of the parties hereto.

1. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 24, 1973. Any Agreement so negotiated shall apply to all teachers be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its representative and the Board has caused this agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof do ratify, acknowledge and agree that this contract agreement dated September 15, 1974 shall constitute the agreement between the Association and Board pursuant to Chapter 303 Public Laws of 1968 until further modified in accordance with the provisions thereof.

DATED:

9/11/74

FRANKLIN EDUCATION ASSOCIATION

BY

James R. Plathus
President

ATTEST:

BOARD OF EDUCATION OF THE
BOROUGH OF FRANKLIN

John R. Palsulich
Secretary

BY

William J. Scott
President

"SCHEDULE A"

GRIEVANCE PROCEDURE

The Board of Education of the Borough of Franklin, Sussex County, New Jersey, does hereby adopt the following rules and regulations concerning the orderly process of hearing and deciding grievances and disputes by employees of the school system so as to facilitate and assure the smooth and efficient operation of the local school system and to recognize and guarantee the rights of the employees thereof to an orderly and complete process for hearing and deciding all controversies within the said school system.

1. Grievance procedures shall be conducted on the following levels:

Level 1: In the event that any person, while in the employ of the Board of Education of the Borough of Franklin shall for any reason be aggrieved by the application, interpretation or alleged violation of any rule, regulation, policy or decision of his immediate supervisor, the administration or the Board of Education, said employee shall present this immediate superior for consideration in verbal or written form.

A. "Immediate Supervisor" is that person directly superior to the complainant who is charged with the responsibility of deciding, carrying out, formulating or implementing the subject matter of the dispute.

Level 2: In the event that the complainant is dissatisfied with the decision of his immediate superior or in the event that the controversy cannot be settled at Level 1, then, in that case, the complainant shall have the right to refer the said controversy to the person next in administrative responsibility who shall be the principal of the respective school wherein the controversy exists. Upon referral of a complaint to the principal, the complainant and the immediate superior may submit a written report together with supporting data or information setting forth the reason or reasons for the controversy and his or her recommended disposition by said school principal. Thereupon, the respective school principal may review the matter informally, if both parties agree, or if not, he shall set a time and a place for a hearing and review of the complaint in the presence of the complainant and his respective superior not more than five school days thereafter and the principal shall render his decision within five days after the close of the hearing or review unless both parties shall consent to an extension of said times.

Level 3: In the event that the controversy cannot be settled by the respective school principal, or, if the decision reached after hearing is not acceptable to the employee, the employee shall, within five days after the decision of the principal, have a right to have the complaint referred to the Superintendent of Schools for hearing and determination.

A. Upon referral of a complaint to the Superintendent of Schools the respective principal to whom the appeal was first made may prepare a written report of his findings and decision which said report shall be submitted to the Superintendent and the complainant. The Superintendent of Schools may review the matter informally, if both parties agree, or if not, he shall thereupon schedule a hearing date not more than ten days after submission of the application for review by the complainant for a hearing of the controversy, and the Superintendent shall render his decision within five days after the close of said hearing or review, unless both parties shall consent to an extension of said times.

Level 4: In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent the complainant within ten days thereafter, notify the Superintendent of his intention to exercise his right to review of the controversy by a plenary hearing by the Board of Education. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies of which shall be delivered to the complainant's immediate supervisor, the respective school principal and the Superintendent of Schools, whereupon the school board at its next regularly convened monthly meeting or at a special meeting called by the Board for the purpose of hearing the controversy shall afford all parties an opportunity to be heard.

A. Upon application for review by the Board of Education the Superintendent of Schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his findings, for the Board of Education, which said report shall be submitted to the complainant for his or her review at least five days prior to the scheduled hearing of the case by the Board.

Level 5: The aggrieved person may, after a hearing by the Board as per Level 4, if not wholly satisfied by their judgement, appeal to an arbitration committee. This committee shall be composed of one representative of the Board of Education, one representative of the administration and one representative of the FEA which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and school system in event of acceptance or rejection of the relief sought and further confer with the principal parties involved or their representatives as to the factual allegations and decide on the arbitrability of the case. Should this committee deem it necessary, the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten days after the decision of the committee, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his decision not later than twenty days after said conferences. The arbitrator's decision shall be in writing and set forth his findings on the issues submitted.

The arbitrator's decisions shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

11. In all informal grievance proceedings both parties shall endeavor to dispose of the same by direct conferences and without the intervention of any third parties. However, either party may, below the third level of the formal proceedings, with the consent of the other, upon three days notice, advise the other party of his, her or its desire to have a representative appear with or for him, her, or them, in which case, said proceedings shall be continued thereafter with such representative present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his own choice present at his discretion upon three days notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the fourth level, this may be done, if it is mutually agreeable to both parties.

A. When a member of the Franklin Education Association is involved in such a grievance procedure, he may be represented pursuant to the preceding paragraph by a representative of the Association without further evidence of its authority to act in his behalf. Representatives of other organizations shall present satisfactory written evidence of their authority to act, including the names of the individual employees actually represented thereby.

B. Any individual employee, groups of employees and representatives of minority groups shall within the framework of this policy have the right to be heard as herein provided.

C. All appeals before the Board of Education after the submission of reports and a hearing as herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be communicated through the chief administrator of the school system to all employees affected by the said decision.

"SCHEDULE D"

1. ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association upon request,

information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purposes of mailing, informing and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate guide step level for the purposes of proposal calculation only.

- B. Whenever any member--representative of the FEA or any teacher is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. Representatives of the FEA shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations as set by the Franklin Board of Education. Notification of said intended use shall be submitted to the Superintendent at least one week prior thereto (except in cases of an Association declared emergency) whereupon the permission for said use shall not be unreasonably withheld.
- D. Office equipment sufficient to facilitate the clerical functions of the Association may be provided by the Board upon request in such locations and at such times as set by the Administration but in no event during school hours.
- E. The Association shall have the right to purchase expendable office supplies and other materials from the Board of Education at the price paid by the Board provided that these supplies are on hand in sufficient quantities to meet the education needs of the school.
- F. The Association shall share with the Administration a bulletin board for official business in each faculty lounge.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes with the provision that this does not interfere with regular school business as determined by the School Principal.

II. SCHOOL CALENDAR

The school calendar now under the county-wide application shall be the guiding instrument for school operation. The Association shall be afforded an opportunity to convey its thinking and sentiments relative to the ensuing calendar's construction.

III. NON TEACHING DUTIES

Unless a personal objection is lodged with the School Principal prior

to the execution of the teachers' extra-curricular agreement for the ensuing year, teachers may be required to drive students to activities of which that teacher is a sponsor, which take place away from the school building. In an emergency, any teacher who is a sponsor of an activity, may be required to drive students to that activity.

IV. TEACHER EMPLOYMENT

Each teacher shall be placed on his proper step of this salary schedule as of the beginning of the 1974-1975 school year in accordance with the following paragraph:

Full credit shall be given for previous teaching experience, rounded off to the nearest full year, upon initial employment in accordance with the provisions of "Schedule A". Additional credit for active military experience without limit shall also be granted. As of the beginning of the 1970-71 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

V. SICK LEAVE ACCUMULATION

As of September 1, 1973, whenever the Board of Education thereafter employs a teacher who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant full credit for these days. Accumulation of these sick leave days from another school district shall be credited after certification from the prior employing school district. The responsibility for obtaining this certification shall be that of the teacher wishing the credit.

VI. SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in "Schedule B" which is attached hereto and made a part hereof.

The entire teaching staff may elect to be paid on a ten month basis or in twenty equal semi-monthly installments which said election shall be prior to and remain for any subsequent school year.

- B. Teachers may individually elect to have ten percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June or monthly in July and August according to law.
- C. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

- D. Teachers shall receive their final checks on the last working day in June after completion of their duties. Teachers shall receive the pay schedule for the school year on the first working day in September or the day of the Manual issue, but in either case, prior to September 15th.

VI. TEACHER FACILITIES

- A. By the beginning of the 1969-70 school year, the Board shall provide the following facilities:
 - 1. Space in each classroom in which teachers may store instructional material and supplies.
 - 2. A furnished room which shall be reserved for the use of the faculty except in emergency situations. Although the faculty shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 - 3. A serviceable desk and chair for the exclusive use of each teacher.
 - 4. Well-lighted and clean faculty rest rooms, separate for each sex and separate from the student rest rooms except in emergency situations.
 - 5. A separate private dining area for the exclusive use of the faculty when feasible.
 - 6. Free and adequate off-street parking facilities.
 - 7. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 - 8. Adequate chalkboard space in every classroom where physically possible.
 - 9. A complete and unabridged dictionary in every classroom where necessary as determined by the Administration.
 - 10. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- B. Upon the request of the Association, vending machines may be installed in the faculty lounge and faculty lunchroom areas. The profits from all such machines shall be placed in the Franklin Education Association Scholarship Fund.

VII. ABSENCE POLICY

A. Absence

1. Any teacher or employee who may have cause to be absent from school must give notice to the principals or superintendent on the night before such absence, or not later than 8:00 A.M. on the day such absence is known to the teacher or employee. Failure to comply with the above may cause forfeit of payment of one full day's salary.

B. Absence for personal illness

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

2. Absence for personal disability shall be allowed and shall include full pay not exceeding ten school day's time in one school year.

3. If fewer than ten school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be accumulative without limit. Days accumulated prior to 1954-55 are not to be lost but will be the starting figure for the new program. This is retroactive to September 1, 1954.

4. Absences on sick leave shall be charged first to the ten day allowance for the current school year until it is fully utilized and thereafter to the cumulative credit to the extent such credit is available.

5. In cases of illness extending beyond the teacher's or employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.

6. In all absences on sick leave exceeding five consecutive school days, the teacher or employee may be required to file a physician's certificate with the superintendent

7. New staff members shall hereafter be entitled to 15 days sick leave immediately upon employment and an additional 15 days sick leave commencing with the anniversary date of the second year of employment so that all new staff members will have received a total of 30 days sick leave time upon the second year of employment which said sick leave shall be accumulative as herein provided. Thereafter, all staff members shall be entitled to ten days of allowed sick leave time.

- C. Absence due to a death in the teacher's or employee's immediate family or household.
1. Absence due to a death in the teacher's or employee's immediate family or household shall be allowed with pay for the required period not to exceed five school days.
 2. The term, "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother.
- D. Absences due to death of non-immediate members of the family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. Teacher's or employee's pay less the substitute's pay shall be allowed for the additional two days if needed.
- E. Absence due to illness of a member of the teacher's or employee's immediate family, rendering the presence of the teacher at home critical, shall be allowed for a period of two days with pay. Teacher's or employee's pay less the substitute's pay shall be allowed for any additional days.
- F. Four days leave will be granted less a substitute's pay and two day's leave will be granted without loss of pay for school, legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the principal one week prior to the days requested and the applicant shall not be required to state reason for the absence provided the notice procedure is followed. No more than two teachers in each school shall be granted leave at any one time under this section without the permission of the Board of Education after application. Any fraction of a day shall be considered as a whole day's absence and the days are not cumulative except as stated below:

In case that the two days without loss of pay is not utilized in a given year, it will accrue to the employee's sick leave.

G. Professional business

1. Absences to attend conferences, workshops, critiques, visitations to other schools, conventions, shall be allowed with full pay upon approval by the superintendent.
 - a. Any such leave shall be limited to three days either staggered or consecutive, during any one school year;
 - b. No more than two teachers shall be permitted to exercise the privilege as herein provided at any one time.

c. Expenses for attendance at special convention or meeting shall be allowed a teacher by the Board of Education upon recommendation of the superintendent. In addition to the usual expenses to be approved by the superintendent, there shall be allowed travel expenses of thirteen cents per mile;

d. Any teacher desiring to attend a professional convention or meeting shall apply to the superintendent for approval not later than ten days in advance of the convention or meeting date or dates.

VIII. The Board of Education agrees to supply \$2500. for professional business for the 1974-1975 school year and \$4600. for the 1975-1976 school year.

H. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with teacher's or employee's pay less substitute's pay upon the approval of the superintendent.

I. Court Order.

1. Absence from school by reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the superintendent. If a teacher is a party to a suit, absence from school in that connection shall be without pay, unless the Board at its discretion shall determine otherwise.

J. All sabbatical leaves, extended absences and other absences not otherwise specifically covered herein, shall be considered only after application therefore to the Board of Education. In granting any leave upon such special application, the Board of Education reserves the right to impose such conditions and terms with regard to the time period; point on the salary guide when the teacher returns, position upon return and other matters as it deems appropriate.

K. In the event no substitute is available during a teacher's or employee's absence, deduction of substitute's wages shall be made in all cases where such deduction would have applied had a substitute been employed.

IX. Payment for Credits

The Board of Education agrees to reimburse any staff member at the actual cost of a graduate credit which is taken while his contract is in effect at the Franklin School District up to a total of fifteen credits in any one year including the summer months between the effective dates of his contract. Twelve credits must be in the subject matter field in which he is employed or certified and three credits may be out of that field and must be taken after his Bachelor's Degree has been received. The effective date of this policy will be September 1, 1974.

Payment will be made in the month of September of the following term provided the teacher has furnished a transcript of this course to the office of the superintendent. If a transcript has not been furnished at that time, payment will be made the month following the receipt of the transcript.

In the event that a teacher has left the system for any reason prior to payment, no payment will be made under this policy.

- X. Non-tenure teachers shall be evaluated by their superiors at least two times each school year to be followed in each instance by an evaluation report and a conference between the teacher and his superior for the purpose of identifying deficiencies, extending assistance for their correction, and improving instruction. Each teacher must sign the evaluation that will become a part of his permanent record. This will signify only that the evaluation has been read by the teacher. Written reports of evaluations are to be given to the evaluated teacher.

SALARY SCHEDULE FOR COORDINATORS 1974-1975

Social Studies	595.57
Math	593.45
English	649.83
Business	539.20
Science	647.70
Physical Education	645.50
Language	512.08
Coop. Office	1773.98

(1 through 6 teachers) Teach 5 periods-1 lunch-no planning 2 coordinating)
(7 through 11 teachers) Teach 4 periods-1 lunch-no planning-3 coordinating)

- XI. The FEA and the Board agree in matters of reduction in force that the proper channels as outlined in Title 18A be followed.
- XII. The daily teaching load in the high school shall be five teaching periods, one lunch period, one planning period, and one supervision period. The teaching of any classes in addition to the five teaching periods may be required when the administration determines the necessity thereof due to emergency situations and the Board of Education expressly authorizes same. Any such additional teaching period shall be accepted by the individual teacher by separate voluntary written agreement. A copy of the signed and approved agreement will be filed with the FEA.

SCHEDULE B

1.

a. The Board of Education and the FEA agree to a total salary package of 8.5% including increments and salary increases for the 1974-1975 school year. This percentage increase is based on the figures of \$996,155. of teachers' salaries which the FEA and the Board of Education agreed upon for the 1974-1975 school year. These salaries shall be reflected in the salary guide as approved by the FEA and the Board of Education.

b. In addition, the Board of Education offers these increases for the 1975-1976 school year. A cost of living increase based on official government figures for the period 11/1/73 to 11/1/74 plus the normal increment on the existing salary guide up to a maximum increase of 10%. These computations are to be based upon the 1974-1975 teachers' salaries, less those who are to be dropped because of the Vernon withdrawal for the 1975-1976 school year.

c. In the event that the cost of living for the period 11/1/73 to 11/1/74 shall exceed 10%, negotiations on salaries for 1975-1976 may be reopened by either party.

2.

a. The Board of Education and the FEA agree to a \$4600. increase in extra-curricular salaries and an 8.5% increase in coordinators' salaries for the 1974-1975 school year based on the 1973-1974 individual salaries. Coordinators who lose teachers from their department shall be bound by the existing contract provisions. These salaries shall be reflected in Salary Guides #C as approved by the FEA and the Board of Education.

The two parties agree that for the 1975-1976 school year, extracurricular and coordinators' salaries shall be increased by the same percentage as shown in 1-b above.

3.

a. Payment for substitutes shall be at the rate of \$32. per day or \$6. per period if the regular faculty is utilized on a per period basis.

Home instruction shall be paid at the rate of \$8.50 per hour.

SCHEDULE B
1974-1975

	No Degree	BA	BA+30	BA+45 or MA	MA+30	MA+60
1	7680	8680	9330	9980	10640	11290
2	8060	9060	9710	10360	11020	11670
3	8440	9440	10090	10740	11400	12050
4	8820	9820	10470	11120	11780	12430
5	9200	10200	10850	11500	12160	12810
6	9580	10580	11230	11880	12540	13100
7	9960	10960	11610	12260	12920	13570
8	10340	11340	11990	12640	13300	13950
9	10720	11720	12370	13020	13680	14330
10	11100	12100	12750	13400	14060	14710
11	11480	12480	13130	13780	14440	15090
12	11860	12860	13510	14160	14820	15470
13	12240	13240	13890	14540	15200	15850
14	12620	13620	14270	14920	15580	16230
15	13530	14530	15180	15830	16490	17140
21	13910	14910	15560	16210	16870	17520
30	14450	15450	16100	16750	17410	18060

SCHEDULE C-EXTRA-CURRICULAR GUIDE
1974-1975

Debating	596
Drama	596
Drama Assistant	400
Drama Music Director	320
Yearbook	712
AVA	622
Student Council	622
Student Council	622
Class Advisor '75	386
Class Advisor '74	386
Band	958
Spotlite	596
Acorn	596
Athletic Director	1697
Cheerleader Advisor	402
Cheerleader Advisor	402
Drill Team	418
Football	1591
Football Assistant	947
Football Assistant	947
Football Freshmen	998
Football Freshmen Assistant	947
Basketball	1358
Basketball JV	930
Basketball Freshmen	930
Basketball Jr. High	596
Soccer	1193
Baseball	1358
Baseball JV	820
Wrestling	1358
Wrestling JV	753
Wrestling Elementary	678
Golf	797
Track	1104
Track Assistant	810
Girls Basketball	700
Girls Basketball Assistant	400
Girls Field Hockey	500
Girls Softball	400
Girls Intramurals	300
Elementary Track	410
Elementary Soccer	460
Ski Team	450
Tennis	450
Elementary Student Council	217